KARIN KOMERC MD DOO
Br. 01/230027619
Dana 11.06.2023.
VETERNIK NOVI SAD

EXTRA AUTO TRANSPORT doo
Broj: 496-03
19.07. 2023 god.
V R B A S

Annex II to
Civil and Track Construction (Lot NS-I) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia)
Engineering Construction Subcontract
Dated August 8st 2022

1. **Contractor:** KARIN KOMERC MD DOO VETERNIK, Živorada Petrovića 8, Veternik, Novi Sad, reg. No. 29507031, TIN 101496917, legally represented by Krste Dubroja

2. **Subcontractor:** EXTRA - AUTO TRANSPORT DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU VRBAS, Vrbas, Maršala Tita broj 56, reg. No: 20330279, TIN: 105171908, legally represented by Marko Sokanović

(The Contractor and the Subcontractor are collectively hereafter referred to as the "Parties" and individually as the "Party").

WHEREAS

- The Contractor and Subcontractor have concluded Engineering Construction Subcontract No. NS1-CON-2022-024 dated August 8st 2022 for Works within the range of a total length: Km112+982.71 to Km114+100.00, the Civil and Track Construction (Lot NS-I) Project for Modernization and Reconstruction of Hungarian - Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad - Subotica – Border (Kelebija), registered with the Contractor under No 01/220021865 (hereinafter "Subcontract")
- Subcontractor's dynamic planning on the inspection well doesn't meet the revised dynamic planning and requirements of the Main Contractor.
- Under the clause 13.6.1 of the Subcontract, the Contractor has the right to omit all or part of the Subcontract If the Subcontractor's project progress does not meet the construction schedule of the Works, and the construction efficiency cannot be effectively improved despite the urging of the Contractor

Considering the previously mentioned, on 11/6/2023 the Parties agree as follows:

Article 1

The Parties hereby agree that the execution of the works on the construction of items

- 2.10.1 RELOCATION AND PROTECTION OF TELECOMMUNICATION INFRASTRUCTURE - construction part located in Novi Vrbas(Book No.2.10.1)
- 2.11 .1 Inspection well - construction part located in Novi Vrbas(books N0.2.11.2)

(hereinafter jointly "omitted works") shall be omitted from the working scope with descriptions (WSD) under the Subcontract.

The Contractor shall execute the omitted works itself or arrange for any part of the works to be executed by another Subcontractor. The omitted works shall not affect the remaining works of the Subcontract that have not been omitted.

Article 2

The price of the omitted works in amount of USD 153,108.00 only shall be deducted from the total price under the Subcontract, the new Contract price is USD 9.804.774,00 only, so the final Contract price, with agreed discount in amount of 2%, is USD 9.608.678,52 (tax -exclusive).

The Parties agree that the Table of Prices under the Subcontract shall be changed and adjusted accordingly.

Article 3

The Contractor and the Subcontractor shall have no right to claim any amount, damages, loss or expenses under this Annex I and omitted works.

Article 4

This Annex I shall enter into force upon being signed and sealed by representatives of both parties.

This Annex I is supplement to the Subcontract and the contents not covered in the agreement shall be subject to the provisions of the Subcontract.

Article 5

The Annex I is made in 4 (four) identical copies, with each party holding two copies.

Contractor:

Krste Dubroja
Legal representative

Subcontractor:

Marko Sokanović
Legal representative